

AFTER RECORDING:
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CHARTER TITLE COMPANY
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CHARTER TITLE COMPANY

527-40-1164

Agmt
T901171

SUPPLEMENT TO EASEMENT AND RESTRICTION AGREEMENT

This Supplement to Easement and Restriction Agreement (this "Supplement") is made as of the 15 day of July, 1999 by and between GB Biosciences Corporation, formerly known as ISK Biosciences Corporation, ("GB") and ISK Magnetics, Inc. ("ISK-M").

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RECITALS:

1. ISK Biosciences Corporation and ISK-M entered into an Easement and Restriction Agreement dated January 30, 1998 (the "Easement Document"), which Easement Document has been filed under Harris County Clerk's File No. S839061.
2. This Supplement is being filed to amend and supplement the terms of that Easement Document as contemplated by the Easement Document.
3. Capitalized terms used herein shall, unless otherwise provided, have the same meaning as attributable to such terms in the Easement Document.

AGREEMENTS:

FOR AND IN CONSIDERATION of the mutual covenants contained in the Easement Document and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, GB and ISK-M agree as follows:

1. **Natural Gas Line Easement.** The parties hereby agree that the Natural Gas Line Easement granted pursuant to Section II(e) of the Easement Document is hereby terminated, and GB does hereby quitclaim and transfer unto ISK-M any and all right, title or interest in the Natural Gas Line Easement to ISK-M. ISK-M does hereby grant, transfer and convey unto GB, its successors and assigns, a non-exclusive easement over that portion of the ISK-M Property described on Schedule 10 attached hereto and made part hereof. The easement granted by this Supplement (the "Replacement Gas Line Easement") shall be upon the same terms and conditions as the Natural Gas Line Easement granted pursuant to the Easement Document, and any reference in the Easement Document, as modified hereby, to the Natural Gas Line Easement shall be deemed to mean the Replacement Gas Line Easement.
2. **Limitation.** Both parties acknowledge that, except for the easements described in Paragraph II(f) of the Easement Document, the easements created in the Easement Document were not meant to affect the entire ISK-M Property or ISK-B Property, as applicable, or be blanket easements. The parties agree that the easements granted in the Easement Document (other than the easement described in Paragraph II(f) of the Easement Document) are limited to the areas necessary to access the physical equipment, conduit, rails and the like necessary to obtain the benefit of the specific easement granted under the Easement Document.

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3. **Miscellaneous.** Except as amended or supplemented by this Supplement, the Easement Document shall remain in full force and effect. This Supplement may be executed in any number of counterparts, each of which will be an original, and all of which, when taken together shall constitute one in the same instrument.

The parties have executed this Supplement as of the date first written above:

GB BIOSCIENCES CORPORATION,
a Delaware corporation

By: M Davies
Name: Gregory A. Davies
Title: Treasurer

ISK MAGNETICS, INC.,
a Delaware corporation

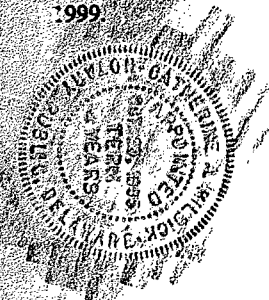
By: Frank H. Rigby
Name: Frank H. Rigby
Title: Vice President, Manufacturing

THE STATE OF Delaware §
COUNTY OF New Castle §

BEFORE ME, the undersigned authority, on this day personally appeared Gregory A. Davies, Treasurer of GB Biosciences Corporation, a Delaware corporation, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July

1999



Catherine A. Hildick
NOTARY PUBLIC IN AND FOR
THE STATE OF _____

CATHERINE A. HILDICK
NOTARY PUBLIC OF DELAWARE
MY COMMISSION EXPIRES OCT. 23, 1999

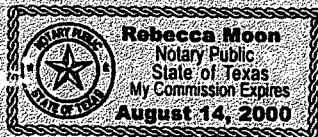
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THE STATE OF Kear §
COUNTY OF Harris §

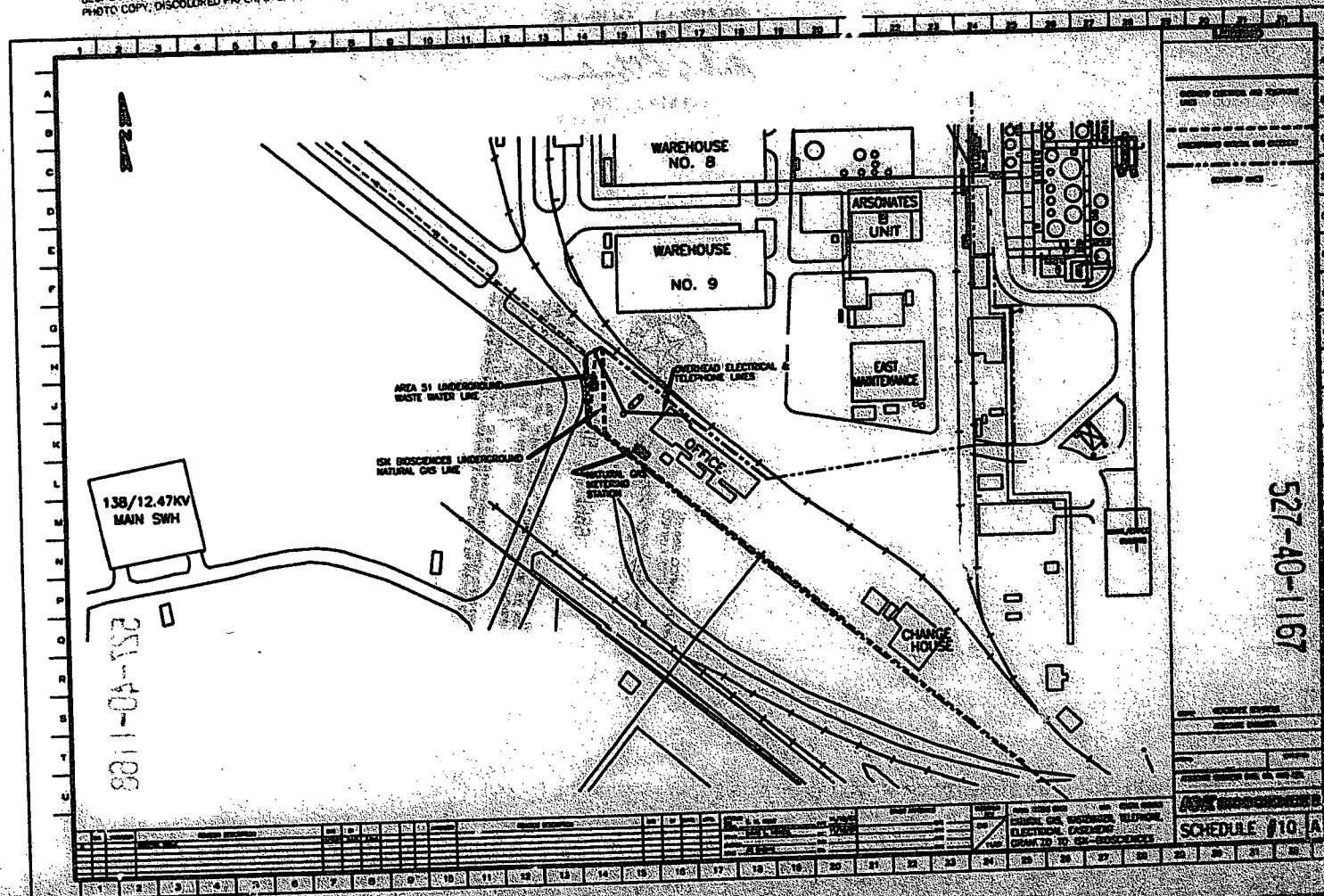
BEFORE ME, the undersigned authority, on this day personally appeared Frank Rigby, his President of ISK Magnetics, Inc., a Delaware corporation, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1999.



Rebecca Moon
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas

RECORDER'S MEMORANDUM
 AT THE TIME OF RECORDATION, THIS
 INSTRUMENT WAS FOUND TO BE INADEQUATE
 FOR THE BEST PHOTOGRAPHIC REPRODUCTION
 BECAUSE OF ILLICIBILITY, CARBON OR
 PHOTO COPY, DISCOLORED PAPER, ETC.



FILED

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Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS



AUG 11 1999

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

NOTICE: THE CLERK OF THE COUNTY OF HARRIS, TEXAS, HAS BEEN ADVISED BY THE ATTORNEY GENERAL OF THE STATE OF TEXAS THAT THE CLERK OF THE COUNTY OF HARRIS, TEXAS, IS REQUIRED TO FILE A CERTIFICATE OF FIDELITY AND SURETY WITH THE CLERK OF THE COUNTY OF HARRIS, TEXAS, IN ORDER TO BE ELIGIBLE TO HOLD OFFICE. THE CLERK OF THE COUNTY OF HARRIS, TEXAS, HAS BEEN ADVISED THAT THE CLERK OF THE COUNTY OF HARRIS, TEXAS, IS REQUIRED TO FILE A CERTIFICATE OF FIDELITY AND SURETY WITH THE CLERK OF THE COUNTY OF HARRIS, TEXAS, IN ORDER TO BE ELIGIBLE TO HOLD OFFICE.

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